

TERM SHEET

WHEREAS, in exchange for Mr. Perneti's voluntary resignation, the University and Mr. Perneti agree to the following terms:

- The University will pay Mr. Perneti his full base contractual salary, annualized at \$453,000.00 through June 30, 2014 regardless of any other employment Mr. Perneti may secure.
- The University will pay any bonuses earned or to be earned in accordance with the terms and conditions of the August 19, 2009 Employment Contract ("The Employment Contract") through June 30, 2014.
- The University will provide health and pension benefits through October 31, 2015 pursuant to the terms and conditions of the Employment Contract.
- The University will continue payment of Mr. Perneti's automobile stipend through June 30, 2014 pursuant to the terms and conditions of the Employment Contract.
- In addition to the foregoing, the University will pay Mr. Perneti the equivalent of an additional year and six (6) months salary annualized at \$453,000.00, lump-sum within thirty (30) days following the execution of this Term Sheet.
- The University agrees to treat this voluntary resignation by Mr. Perneti as "Termination Without Cause" pursuant to Section X of the Employment Contract.
- The University will pay any unreimbursed business expenses incurred by Mr. Perneti and for which he submits appropriate documentation in accordance with University travel and business reimbursement policy.
- The University and Mr. Perneti agree to mutual release of all claims.
- The University (including but not limited to its President, Board, administrators, officers, directors, faculty, coaches, employees, spokespersons, media relations, agents and/or representatives) agrees that it will not criticize, denigrate, or disparage Mr. Perneti in any manner whatsoever. To that end, the University will not make any comments or statements to the press or any other individual or entity that may likely adversely affect Mr. Perneti's reputation.
- Mr. Perneti agrees not to make any disparaging remarks about Rutgers, its business, or any present or former officers, agents, employees, board members, etc. However, this shall not prevent Mr. Perneti from truthfully discussing any matter concerning Rutgers.
- Mr. Perneti shall assist and provide reasonable cooperation with the University in connection with any administrative, legal, internal, NCAA proceeding or other matters in

which the University requires his assistance. The University agrees to provide Mr. Perneti with reasonable compensation for such assistance and/or cooperation if such assistance and/or cooperation requires an excessive amount of Mr. Perneti's attention.

- If proceedings and/or litigation are commenced and/or claims are brought against Mr. Perneti in his capacity as the Athletic Director of the University, the University agrees to defend and indemnify Mr. Perneti, his heirs, successors and assigns, and hold Mr. Perneti, his heirs, successors and assigns harmless against any liability, claims for damages, or penalties determined by any local, state or federal administrative agency, court of competent jurisdiction and/or quasi-judicial, non-judicial and/or private resolution proceeding. The University further agrees to be responsible for Mr. Perneti's attorneys' fees and costs incurred in connection with any such proceedings. The University further agrees that Mr. Perneti will not be responsible for contributions to any out-of-court settlements reached in connection with any such proceedings.
- Mr. Perneti agrees that he will not solicit any current employees of the University's Athletic Department to leave their employment for another position for two years from the date of this Agreement.
- Mr. Perneti agrees to return to the University within a reasonable time all University property, with the exception of the laptop, iPad and PDA provided by the University.
- The promises set forth herein by Mr. Perneti and the University do not constitute an admission that either Mr. Perneti or the University has violated any statute, regulation or ordinance or any other legal obligation with respect to any aspect of Mr. Perneti's employment with the University or his separation therefrom.
- Each party shall be responsible for its own attorneys fees and costs associated with any dispute over the terms of this Term Sheet.
- The parties agree that the existence and terms of this Term Sheet are to be kept strictly confidential to the extent permitted by law.
- The University agrees to provide Mr. Perneti with favorable job references to the extent prospective employers seek such references. Any such inquiries made by prospective employers should be directed to Dr. Robert L. Barchi.
- The University agrees that it will not issue any press releases or statements regarding Mr. Perneti's departure from the University without the express written consent of Mr. Perneti.
- Any dispute, controversy or claim arising out of or related to this Term Sheet or any breach of this Term Sheet shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by a retired New Jersey Supreme Court Justice or a retired New Jersey Superior Court Judge and shall be conducted consistent

with the rules, regulations and requirements imposed by the State of New Jersey. Any arbitration award determination shall be final and binding upon the Parties.

- New Jersey law governs.

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

By: _____

Robert L. Barchi, President

Tim Perneti

Date: _____

4/5/2013

Date: _____

APRIL 5, 2013